

THE DAILY COMMONWEALTH.

VOL. 3.

FRANKFORT,

PRINTED AND PUBLISHED BY
A. G. Hodges, Tho. J. Todd, John W. Prueett & John W. Finnell,
UNDER THE FIRM OF

A. G. HODGES & CO.

J. W. FINNELL, EDITOR.

TERMS OF SUBSCRIPTION:

For the "DAILY COMMONWEALTH," during the Session of the Legislature, \$1 in advance.
The "WEEKLY COMMONWEALTH," printed on a large mammoth sheet, will hereafter be furnished to subscribers at \$2, in advance, or \$2 50 at the expiration of each week.
The "WEEKLY COMMONWEALTH," will be furnished to subscribers during the Session of the Legislature, for 50 cents in advance.

TERMS OF ADVERTISING:

For 10 lines or less, to those who are Daily Subscribers during the Session of the Legislature, \$1 00
And for each additional 10 lines, to Daily Session Subscribers, 1 00
For 10 lines, for a single insertion, 50
And for each insertion of the same advertisement, after the first 10 lines or less, 10
For any number of lines over 10 and not exceeding 20, first insertion, 20
And for each insertion of the same advertisement, over 10 and not exceeding 20 lines, 15
No longer advertisements will be inserted on liberal terms.

General Advertisements.

INSURANCE.
THE LEXINGTON FIRE, LIFE AND MARINE INSURANCE COMPANY.

CHARTERED IN 1836.

CAPITAL---\$800,000!

WILL insure Buildings, Furniture, Merchandise, &c. against loss or damage by fire, in town or country. Steam and Keel boats, and their cargoes, against the damages of river navigation.

The lives of Slaves are also insured by this Company. R. H. CRITTENDEN, Agent. Office at Todd & Crittenden's Counting Room. September 8, 1846--726-tf

INSURANCE.
KENTUCKY AND LOUISVILLE MUTUAL INSURANCE COMPANY.

WILL insure Buildings, Furniture and Merchandise against loss or damage by fire, in Town or Country. R. H. CRITTENDEN, Agent. Office at Todd & Crittenden's Counting Room. May 27, 1846--659-tf

LIFE INSURANCE.
NAUTILUS Mutual Life Insurance Company, No. 58, Wall Street.—After mature deliberation, the Trustees have become convinced, and the experience of old established companies fully warrant the conclusion, that the advantages of Life Insurance on the *Mutual* plan, may be best secured by dividing the premium among the class of contributors, and with equal security to all the assured, by requiring no greater amount of the premium to be paid in cash than the company will require to meet its engagements with promptitude and fidelity.

It has accordingly been determined that in all cases where the annual premium shall amount to \$50, and 60 per cent thereof shall have been paid in cash, an approved note may be given for the remaining 40 per cent, payable twelve months after date, bearing six per cent interest, to be paid in part annually, and the principal so called in making the exchanges of the company require it, giving sixty days notice, and then only to assessments pro rata to the extent that may be required to meet the engagements of the company.

It is considered as most expedient to system, the operation of which is safe and equitable, so well calculated to place the benefits and blessings of Life Insurance within the reach of all, and at the same time enable each contributor to share equally and fully not only in its beneficial security but also in its profits of accumulation, as well as it is believed to deserve, the favor and confidence of the public.

The particular advantages offered by this company, are:

1. A guarantee capital.

2. An annual participation in the profits.

3. An individual responsibility beyond the amount of premium.

4. The man who insures for a less period than life, participates equally in the annual profits of the company.

The *Nautilus* company confines its business exclusively to insurance on Lives, and all Insurance appertaining to Life.

The Rates of Insurance on One Hundred Dollars.

| Age. | One Year. | Seven Years. | For Life. |
|------|-----------|--------------|-----------|
| 15 | 77 | 88 | 1 56 |
| 20 | 91 | 95 | 1 77 |
| 25 | 1 00 | 1 12 | 2 04 |
| 30 | 1 31 | 1 36 | 2 36 |
| 35 | 1 36 | 1 53 | 2 95 |
| 40 | 1 69 | 1 83 | 3 20 |
| 45 | 1 91 | 1 96 | 3 73 |
| 50 | 2 06 | 2 69 | 4 60 |
| 55 | 2 32 | 3 21 | 5 74 |
| 60 | 4 35 | 4 91 | 7 00 |

TRUSTEES.

JAMES D. P. OGDEN, Richard E. Purdy, THOS. W. LIDLOW, C. F. LINDSEY,
H. W. HICKS, Richard IRVING, A. M. MERCHANT,
A. NORRIS, D. A. CONNSTOCK, J. H. CYRER,
P. M. WATSON, John H. HARRIS, B. H. MORSE,
John B. COLEMAN, R. F. CARLTON, Loring S. EDEMETT,
M. O. ROBERTS, Wm. H. ASPINWALL, Loring ANDREW,
Henry K. BOGERT.

JAMES D. P. OGDEN, President.

A. M. MERCHANT, Vice President.

LEWIS BENTON, Secretary.

PERRY FREEMAN, Actuary.

Having been appointed Agent for the above Company, I am prepared to take risks on Lives as low as any office in the East or West.

Applications from the country (post paid) will be promptly attended to.

No Losses adjusted in this town without delay.

Office at the Frankfort Branch Bank.

H. WINGATE, Agent.

Dr. Lewis Sneed, Medical Examiner.

Frankfort, Ky., June 23, 1846. 715-tf

THE Nautius Mutual Life Insurance Company, No. 58, Wall Street.

In conformity with the provisions of the charter, the following statement is published:

The Premiums earned during the year have been \$29,622 71

The expenses have been for Re-Insurance \$335 79

Charter, Salary, Office Furniture, Printing, Advertising and other expenses, \$365 13

For Agency expenses, Commission, &c., 1239 84 5,140 76

\$5,191 16

Losses none.

And the Company have declared a dividend of 50 per cent. on the amount of net earned premiums for the year, which is paid to the credit of the respective parties.

The Company also present the following statement of Assets:

\$5,000 New York 5 per cent. Stock cost \$4,762 50

Cash in Bank \$4,957 50

Notes and in the hands of Agents \$3,720 50

Notes for premiums in advance \$60,078 51

June 23, 1846--715-tf

THE NATIONAL FIRE INSURANCE COMPANY OF THE UNITED STATES, having now a large and well established agency throughout the country, with the undersigned their Agent, who is authorized to transact Building, Furniture, Merchandise, &c., against loss or damage by Fire in Town or Country; Steam or Keel Boats, or their cargoes, against the damage of River Navigation.

Office at the Counting Room of Ferguson & Macklin, Frankfort, Ky.

JAMES FERGUSON, Agent.

June 16, 1846--714-tf

FIRE! FIRE!! FIRE!!

THE NATIONAL FIRE INSURANCE COMPANY OF THE UNITED STATES, having now a large and well established agency throughout the country, with the undersigned their Agent, who is authorized to transact Building, Furniture, Merchandise, &c., against loss or damage by Fire in Town or Country; Steam or Keel Boats, or their cargoes, against the damage of River Navigation.

Office at the Counting Room of Ferguson & Macklin, Frankfort, Ky.

JAMES FERGUSON, Agent.

June 16, 1846--714-tf

PROTECTION INSURANCE COMPANY OF Hartford, Connecticut.

THE undersigned will issue policies on every description of Buildings and Goods, Wares and Merchandise, contained therein, against loss or damage by Fire, and on the cargoes of Steam Boats, against the perils of the river, and on the cargoes of Vessels against perils of the sea and lakes, on the most favorable terms.

All claims for loss arising under policies issued by me, will be promptly adjusted by the General Agent, at Cincinnati, Ohio.

Office at the Counting Room of Lindsey & Reese, St. Clair street, Frankfort, Ky.

LAZ. LINDESEY, Agent.

June 16, 1846--713-tf

LAST NOTICE.

ALL those having accounts with the KENTUCKY PENITENTIARY, are notified that it is the order of the

Commissioners of the Sinking Fund, that said accounts must be closed forthwith. We will keep this notice before the public till the first of February next, at which time all unsettled accounts will be placed in the hands of officers of the law for collection, to hold your friends and the public at arm's length, and to give notice in a proper light, as we have but one way to act in accordance with our duty.

CRAIG & HENRY.

CEMETERY LOTS.

PERSONS desirous to purchase lots in the NEW CEMETERY, can do so by calling on E. H. TAYLOR, Treasurer.

Those persons who have already purchased, will please call on him at the Bank, pay the first installment, and execute their notes for the two last installments.

Frankfort, Nov. 4, 1845--682-tf

HOUSE AND LOTS FOR SALE.

DESIRING to take a residence more retired, I will sell, if possible, my house and lot, situated on Main and Ann streets, on Ann and Metro streets.

The buildings are in excellent order and embrace superior conveniences for a town residence. The garden is perhaps one of the best stocked, for its size, in the Western country, abounding in every production, adapted to the climate, necessary to the comfort and luxury of society.

The collection of fruit and ornamental trees, grass, shrubbery, flowers, &c. &c. is exceedingly choice in every department, among which, are nearly 100 varieties of superb roses.

Besides the lot of 100 feet front on Ann, attached to the house, there is another lot of 100 feet front on Metro, 100 feet deep, front on Ann, 200 feet deep to an alley, the latter fronting 200 feet on Metro. The lot will sell in parcels, or the whole together. Terms, liberal, made known on application.

THO. B. STEVENSON.

April 21, 1846--706-tf

CEMETERY LOTS.

PERSONS desirous to purchase lots in the NEW CEMETERY,

can do so by calling on E. H. TAYLOR, Treasurer.

Those persons who have already purchased, will please call on him at the Bank, pay the first installment, and execute their notes for the two last installments.

Frankfort, Nov. 4, 1845--682-tf

NOTE.

ALL persons indebted to me by note or account, as requested

to call upon W. T. Herndon, who is my attorney in fact, and alone authorized to collect and receive the same.

Oct. 28, 1845--681-tf

M. R. STEALEY.

All interested in the foregoing notice are requested call at once and settle and pay up.—The same being transferred. No indulgence can be given.

W. T. HERDON.

December 23, 1846--742-tf

CEMETERY LOTS.

PERSONS desirous to purchase lots in the NEW CEMETERY,

can do so by calling on E. H. TAYLOR, Treasurer.

Those persons who have already purchased, will please call on him at the Bank, pay the first installment, and execute their notes for the two last installments.

Frankfort, Nov. 4, 1845--682-tf

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Frankfort, Nov. 4, 1845--682-tf

CEMETERY LOTS.

PERSONS desirous to purchase lots in the NEW CEMETERY,

THE DAILY COMMONWEALTH.

FRANKFORT. WEDNESDAY, JAN. 13, 1847.

KENTUCKY LEGISLATURE.

IN SENATE.

TUESDAY, JANUARY 12, 1847.

The Senate was opened with prayer by the Rev. Mr. NORTON, of the Episcopal Church.

Mr. WILLIAMS presented the petition of P. Bedinger, praying a repeal of the "act to amend the law which provides for condemning lands for public purposes," which was read and referred.

On motion of Mr. THORNTON, permission was given to ask leave to withdraw from H. R., a bill to change the time of holding the spring term of the Jessamine circuit court.

Mr. HARDIN from committee on Judiciary, reported a bill, as a substitute for the bill for the benefit of Isaac Ayres of Todd county.

Also—a bill to extend the terms of the Fayette circuit court, with an amendment; passed.

Also—a bill from H. R. for the benefit of John S. Page and others; passed.

Also—a bill from H. R. for the benefit of William, and Ann E. Long; passed.

Also—a bill from H. R. for the benefit of Charles Hays—change of venue from Jefferson to Spencer, amended on motion of Mr. Heady, by inserting Oldham, instead of Spencer, and passed.

Also—a bill from H. R. for the benefit of Richard Darneal, change of venue; passed.

Also—a bill from H. R. allowing an additional Justice of the Peace to Grant and Muhlenburg counties; passed.

Also—a bill for the benefit of Cha's. H. Smith; change of venue; passed.

Mr. PATTERSON from same committee, reported a bill, to amend the charter of the Paducah Marine Railways; passed.

Mr. WALKER from committee on Propositions and Grievances, reported a bill from H. R. to change the name of Job of Joseph Hoffman; passed.

Also—a bill from H. R. for the benefit of Artemesia, and James Jones, change of names; passed.

Also—a bill from H. R. for the benefit of Joseph, and Pleasant McClung, change of names; passed.

Also—a bill from H. R. for the benefit of Silidon Sydney Smith, change of name; passed.

Mr. J. SPEED SMITH from committee on Internal Improvement, reported a bill from H. R. for the benefit of James Cunningham of Trigg county, permitting him to build a dam across Little river, with an amendment making him responsible for any damage that may accrue to boats descending said river; passed.

Also—a bill from H. R., declaring Whippoorwill a navigable stream, with an amendment, providing that the act shall not be construed, so as to apply to, or interfere with any mill, dam, or bridges, that may now be, or may hereafter be built across said stream; passed.

Also—a bill from H. R., declaring the Louisa fork of Big Sandy river a navigable stream; passed.

Reports from Select Committees.

Mr. PEYTON from select committee, reported a bill providing for a special term of the Franklin circuit court to commence on the 18th day of January, to hear and determine the suit of Benjamin Hardin against the 2nd Auditor, now pending in said court, and for a special term of the court of Appeals to commence the 25th day of January, to hear and determine any appeal that may be made in said case from the decision of the circuit court.

Mr. HELM had hoped that this subject would have passed off without the necessity of any remarks from him. His delicate position, in consequence of the relation he sustained towards one of the parties, would, under ordinary circumstances induce him to remain silent. The peculiar facts of this case, however, forbade it. What are these facts? The Governor of Kentucky had created a vacancy in the office of Secretary of State, or had declared a vacancy to exist in that office, and appointed an individual to fill it. The Secretary of State had come here to appeal to the Judiciary, to sustain his rights; he had made that appeal—the case had been heard by the court, and the Judge, for reasons best known to himself, had postponed a decision. The Governor, voluntarily, has come into the Senate and spread a series of charges against the conduct, and character of the Secretary upon the public records. The Secretary has met and confronted these charges, and now, when the whole proof has been heard by the committee, it is asked to transfer the case to the Judiciary again. In this controversy the truth or falsity of certain charges against the Secretary is involved, and yet we have an intimation of an opinion from the Judge, to whom the bill on the table refers this case, that it is not proper for him to go into an investigation of that matter. (Mr. Helm here read an extract from the brief of Mr. Hardin's counsel in the trial in the Franklin circuit court.) In what condition, then, does this place the Secretary of State? The Governor says that a vacancy exists, and this is to be deemed conclusive, and no proof is to be heard. Mr. H. appealed to the Senate, whether a citizen charged with high public trust could be branded with dereliction of duty, and there existed no tribunal with power to hear his defense. Will the Judge of the Franklin circuit court, now open the case for proof? Does the bill provide for it? And if he should be willing to do it, the witnesses, some of them residing at a considerable distance, have gone, and their presence again, could only be procured with great difficulty, if at all. All the facts are in possession of the committee; and shall the case in its present stage, and under all these circumstances, be sent back to the Judiciary? This was not an entirely new case. The Governor of Kentucky, had before this, assumed the exercise of powers which did not belong to him, some 15 or 20 cases could be found recorded in the public archives—all remembered the case of Bruce and Fox. Mr. H. referred to the Illinois case, one very similar to the present, in which the Senate had given an opinion, and the courts afterwards quoted, and relied on that opinion. In this case the Governor had declared, that a vacancy existed in the office of Secretary of State, and had communicated to the Senate the facts, upon which he predicated that declaration. Would the Senators now throw off the responsibility of an inquiry into the truth of those facts? Besides, does any Senator know, whether, Judge Brown is prepared to give a decision in this case. Has he been so communicative as to disclose to Senators or others, that he is willing and ready to do now, what this convenience or inclination would not permit him to do at the last regular term of the court? If he is not disposed to do it now, can you compel him to give a decision? Can you compel the Judges of the court of appeals to come here and sit in this case? One of them passed through this place a few days since on his way to the South, and another resides at a distance, and yet the bill provides for the sitting of the court on the 25th inst.—The Governor has brought the case before the Senate; it has been met by the Secretary before the Senate, and shall he now be thrown back to the court, to await its dilatory proceedings. An early settlement of the question is important. The constitution makes it the duty of the Secretary to attest all official acts of the Governor, and no legislation can be full and complete, without this attestation. Mr.

H. appealed to Senators to come up and decide the question. It was ready for their decision, and the best way to quiet any dissension and restore perfect harmony, was to decide the question at once. If it should be against the Secretary, he would be the man he ever had been, and go home satisfied that Senators, acting under a high sense of duty, had conscientiously discharged their obligations to the constitution and the country. But to be tossed to and fro in the manner attempted, was trifling with his feelings and his rights. Whence did the Partisan dart hurl at him emanate? The bow was strong by the Executive power, and the fatal arrow aimed by one, who should have been the last to have lifted his hand to send home the deadly missile.—Well might the Secretary exclaim, "*et tu Brute?*" A great battle was to be fought, and Ajax was summoned to the field. Like true knights, he and his friends had buckled on their armor, and entered the lists. And now what do we see? He who strove in the front of the battle, and acted so conspicuous and important a part in achieving the victory, is brought here loaded with charges of misconduct, while the little ones who were never seen or heard of in the fight, are now the favorites of the powers that be—they now come in, ravenous and hungry to feed upon the carcass of the dead lion.

Mr. PEYTON had heard with astonishment, the speech of the Senator from Hardin. That Senator had not, as he usually does, met the question fairly and boldly. If he had read the provisions of the bill, it would have prevented the necessity of his speech. The bill did not provide for a change of the question from the Senate to the Judiciary, and it was unfair, by a course of argument to fix such an impression on the minds of Senators. He agreed with the Senator from Hardin as to the necessity of a speedy settlement of this question; but they differed very materially as to the manner of that settlement. The Senate could not settle it. They may declare that the Governor has usurped a power which the Constitution does not clothe him with, but it will be a mere idle, empty expression of opinion, which can have no obligatory force. The result of it may be an impeachment of the Governor, and then in what an attitude would the Senate be placed, having prejudiced the case without the form prescribed by the Constitution? No action of the Senate could restore Mr. Hardin to the office of Secretary of State. Nothing that the Senate might or could do, would conclude the rights of either the Governor or Secretary. The bill provides for a reference of the question to the only tribunal which can constitutionally settle it, and give a final decision which shall bind the parties. It does not, however, preclude the investigation pending in the Senate. Mr. P. would not go into a discussion of the merits of the case, involving the constitutional power of the Governor. He desired a speedy settlement of this whole question, and thought that it could only be obtained in the mode pointed out in the bill under consideration. The Senate might decide the question, but had no power to enforce its decision. It could only express an opinion, and the Governor might conform to it or not, at his discretion. He would throw no obstacle in the way of the progress of the investigation going on before the committee. Let it proceed, but let not Senators dodge the question presented in the bill before the Senate, and attempt to excite and array prejudices, by reference to that investigation.

Mr. BUTLER—The bill under consideration presented a novel and extraordinary proposition. There were, perhaps, 150 or 200 causes on the docket of the Franklin Circuit Court, and among them a rule against the 2d Auditor, on the application of Benj. Hardin, to show cause why a peremptory mandamus should not issue against him, directing him to issue a warrant for the payment of the said Hardin's salary as Secretary of State—a private question between Mr. Hardin and the 2d Auditor, touching the emoluments of an office. The court, at its last term, for reasons best known to itself, had failed to render an opinion in this case. And now, from amid all the causes involving private rights pending in that court, without petition from either party, and against the consent of at least one of the parties, the Senate proposed to select from the calendar, one of these causes, and call a special term of the court to decide it, and a special term of the Court of Appeals to hear and determine any appeal that may be taken. This is indeed a novel and unprecedented proceeding. If he had a private suit pending in that court, and the Senator proposed to force him into a trial of it without his consent, he should deem it a lawless interference with his rights as a citizen. The Legislature had no right to pass any such bill. The manner too, in which it was to be achieved, was as extraordinary as the proposition itself. In six days the trial was to commence. How were the parties to be notified? It would take three days to pass the bill in the Senate—three more at least in the House of Representatives, for a larger body could not be expected to move more rapidly than a smaller one—it must then go to the Governor for his signature—and thus the whole period is consumed; the court must be convened *instante*, and the parties must be present at the moment or forfeit their rights. Was ever such a thing heard of? But the Legislature cannot compel the court by a mandate, to give a decision in the case.

Mr. PEYTON here interrupted Mr. Butler, to make an explanation. He did not say the Legislature could by a *mandate*, direct the court to convene and give a decision in the case. The bill before them, when it should have passed through its several stages, would be a *law*, and not a *mandate*.

Mr. BUTLER understood the force of the language he used. He was addressing the Senate and not a court of law, and was not bound to a technical sense of the terms he might employ. He used the term *mandate* in its vulgar signification and as such, it was applicable to the bill under consideration. It ordered the Judge of the Franklin Circuit Court and the Judges of the Court of Appeals to hold special terms of their respective courts at times designated in the bill for the trial and decision of this particular case. It was not merely *permissive*—that would leave it to their discretion—it was mandatory.

He repeated, the Senate could not, by its mandate, compel the Judge of the Franklin Circuit Court to decide the case. But suppose he is willing to do so. The bill then directs the Court of Appeals to convene within one week from the commencement of the session of the Circuit Court. One of the judges of that court has left the State, and you compel the parties to submit the case to the remaining two; one of whom may have made up an opinion against one of the parties, and the other may be in doubt upon the question. One of the two judges, however, now in the State, resides a distance of 150 or 200 miles from the capital, and it would be impossible to write for, and get him here within a reasonable time. But the object of the mover of the bill is a speedy settlement of the question. If the Circuit Judge decides against the Auditor, he may submit; but the claimant has shown no disposition to submit to what he considers an aggression upon his rights. If it be then decided against him, this Senate cannot compel him to appeal before the time now allowed him by law expires. Any such legislation would be partial and corrupt, and it would be a sacrifice of his rights, which the Legislature has no power to make. The proposed law would, therefore, have the same character ascribed by the Senator from Breckinridge, to the action of the Senate—it would be a barren and fruitless act. He was happy to hear the declaration of that Senator, that this proposition was not intended

to arrest the pending investigation in the Senate. The questions had been properly presented there, and the Senate had no right to shuffle them off. The decision of the Senate would be no farce, no empty pageant, as had been represented—it would be productive of good fruits. The Senate cannot restore Mr. Hardin, but it can advise and consent to the nomination sent in by the Governor, or it can refuse to advise and consent. Upon this question, the Senate is bound to act, and its decision will be final. The Governor cannot appoint public officers, he can only recommend suitable persons to the Senate, and its concurrence is necessary to the appointment; On the other hand, the Senate cannot pass laws—they can only suggest them, and the Governor's consent is necessary to their consummation. He has the same power over the acts of the Legislature that the Senate has over his nominations. The decision of the Senate then will not be an idle ceremony. He would not go into a discussion of the constitutional question. He would accord to the venerable incumbent of the Executive office the most perfect integrity and unimpeachable patriotism; and was sorry that any allusion had been made to a probable impeachment. No such thought, he was sure, had entered into the breast of any Senator. He might differ with him upon a great constitutional question, but he would not impugn his motives. He would require far stronger testimony to make him believe that the Governor was actuated by improper or corrupt motives, than to change his opinion upon a constitutional question of power claimed by the Executive. Of the integrity and patriotism and public spirit of the venerable Chief Magistrate, he had a definite opinion, founded upon an acquaintance of long standing; and from his experience and capacity as a jurist, he would differ with him upon any constitutional question with a wholesome distrust of his own ability. But whatever opinions he might form, would be made up after calm reflection and mature deliberation, and he would then pronounce them boldly and fearlessly, there and elsewhere.

Mr. BOYD had at first doubted, but further reflection had convinced him of the expediency and propriety of passing the bill under consideration. Who are the parties? The interest of the immediate parties to this controversy was comparatively small. They hold public offices, for the benefit not of themselves, but the Commonwealth, and the Commonwealth, represented here by the Senate, has a right to interfere, and see that her rights are fairly disposed of. The proof is now closed in the courts, and the case ready for decision; and the parties could not be prejudiced by a reference of the case, as proposed. There are three great departments of the government—executive, legislative, and judicial. It is the business of the Judiciary to apply the remedies which the Legislature has provided for the redress of grievances complained of. The Senate has no right to apply them. Mr. Hardin was an accomplished jurist, and he had sought the proper tribunal. Let that tribunal decide the question. If it decides in his favor, nothing less than a successful impeachment can deprive him of the rights or emoluments of the office, even though the Senate should confirm the nomination of Mr. Kinkead, as Secretary of State. The decisions of the courts are above and beyond the control of the Legislature. That question had been fought and decided in this State years gone by, in the memorable old and new court struggle. He stood perfectly indifferent as between the parties here, and he should discharge his duty as a Senator, without fear, favor or affection.

Mr. PARKER C. HARDIN asked the indulgence of the Senate for a few minutes. He stood in a peculiar relation to one of the parties concerned, and it might be thought by some that he had too much feeling in the matter to discharge his duty as a Senator. He could not, however, occupying the position he did, suffer the occasion to pass, without some remarks. He concurred with the Senator from Jefferson, that this was a most extraordinary and novel proceeding. What was it? Attempting to force a citizen, by an act of the Legislature, into a hurried trial of a private suit in a court of law. It cannot be done. It is emphatically a cause between Benj. Hardin and Thos. S. Page. The Senator from Flemington cannot believe that Mr. H. would be bound by this law to proceed with his suit, and that he could not dismiss it if he chose to do so. Have Senators any intimation from the Judge of the Franklin Circuit Court, that he is ready now to decide this question? The character of that gentleman forbids the idea that he has given any such intimation to Senator or private citizen. The Senate cannot force him to decide it. Will the Court of Appeals obey this mandate? The bill will amount to nothing at last. In order that full and perfect justice may be done, this question, whenever and wherever it may be decided, should present all the facts of the case. The Circuit Judge has intimated, that he will not inquire into the truth of the charges brought against the Secretary of State. Two numbers are insisted on by the parties: 3,044 and 2,811. He contended that the former number was the true one. The items which make up this number were named. The Sheriff had not performed his whole duty in returning the number of voters in the county. He had performed all that was for the removal of the County Seat of Mason county.

Mr. BEATTY continued in opposition to the proposed removal. After reviewing his argument made on yesterday, he alluded to the pledges of the candidates for the Legislature during the last canvass. They did not concede that a bare majority in the county should be permitted to change the County Seat. The friends of Washington always contended that it was a matter for the Legislature to decide what majority was competent to remove a County Seat. He then came to what he considered one of the most important questions involved in this controversy. It was, what was the number of legal voters in the county at the time the vote was taken? Two numbers are insisted on by the parties: 3,044 and 2,811. He contended that the former number was the true one. The items which make up this number were named. The Sheriff had not performed his whole duty in returning the number of voters in the county. He had performed all that was for the removal of the County Seat of Mason county.

The next question was, whether the Commissioner's books should be *prima facie* evidence to the Sheriff in making his report. If it was, then Maysville had received a majority of but one. He contended that this was the case, and established it by an examination of the act authorising the vote to be taken. It was a serious question, whether the vote as it was taken, was fair and legal. Several cases were cited where illegal votes were given. These were not proven before the committee. No time was allowed to make such proof, or to give the notice necessary to those concerned. The select committee decided that it had no power to determine the legality of the votes given.

Mr. B. urged that there was not a majority of the substantial, tax paying population of the county voting in favor of Maysville. If it is contended on the other side, that there were illegal votes cast in favor of Washington, it only proves that the door should not be shut down upon all investigation, but that it should be invited and encouraged.

He invited the attention of the Committee to some statistics of the county, and of the votes cast upon this question. Leaving out the precinct of Maysville and the vote of Washington, and the vote of the remainder of the county stands, for Maysville, 642, and for Washington, 1,184. Throw out all the votes of the city of Maysville, and the town of Washington, and there remains a majority in favor of Washington of 260 or 270. The injury which would result to Washington, proportionate to the advantage gained to Maysville by the change proposed, was urged upon the committee, and the absolute right of majorities to rule in all cases questioned. The consequences were detailed, which would result from the change. A new county would be demanded by those living in the remote parts of the county. Other towns upon the river, this precedent being established, would demand a like change in their respective counties, and applications for the removal of county seats, and the division of counties would become extremely numerous. Mr. B. concluded by giving a summary of his arguments, and returning thanks for the courtesy of the House.

Mr. PEYTON rose to make an explanation. He had not said that the Governor would not submit—he had not seen or conversed with the Governor on the subject, and had no intimations of his intentions. Mr. HARDIN had not represented that the Senator from Breckinridge had said that the Governor would not submit to the decision of the Senate, but such was the evident tendency of his remarks. He had said the Senate in acting now would prejudice the case, in the event of a subsequent impeachment of the Governor. There is not, so far as he knew or believed, any disposition or intention to present articles of impeachment against the Governor. The Senate's decision then will have no such effect.—Whatever it may be, the Secretary will submit. He only desires an opportunity for defence, and a fair and impartial hearing. This he has the right to demand, and with the result, be it as it may, he will be satisfied. The Senator from Breckinridge says the courts alone can give a final decision in the case. This amounts to a declaration made in this chamber a few evenings since, that let the Senate decide as it may, the Governor will not abide by it unless suits him.

Mr. PEYTON rose to make an explanation. He had not said that the Governor would not submit—he had not seen or conversed with the Governor on the subject, and had no intimations of his intentions.

Mr. HARDIN had not represented that the Senator from Breckinridge had said that the Governor would not submit to the decision of the Senate, but such was the evident tendency of his remarks.

He had said the Senate in acting now would prejudice the case, in the event of a subsequent impeachment of the Governor.

This he has the right to demand, and with the result, be it as it may, he will be satisfied.

The Senator from Breckinridge says the courts alone can give a final decision in the case.

Mr. HELM did not wish Mr. Hardin to be placed in an attitude of seeming to hold on to an office.

When the bill was introduced, he apprehended that

its object and the design of the mover was to suspend the investigation in the Senate. They wanted the opinion of the Senate. If it should be against Mr. Hardin, he would submit. Mr. Hardin did not wish to stickle for a contemptible office. If he could be punished in any other way than by dishonor, for accepting it, he ought to be. Lay this bill on the table, and if afterwards difficulties should occur in the final settlement of the question, he would be willing for a submission of the case to the General Court. Mr. Hardin did not desire to disturb the harmony of legislation, but he did want, and it is all he asks, to be heard in his defense.

Mr. HELM moved to lay the bill on the table, and upon this motion the yeas and nays being called, were as follows, viz:

YEAS.—Messrs. Ballard, Bradley, Bramlette, Bristow, Butler, Draffin, Hardin, Harris, Hawkins, Heady, Helm, James, Marshall, Patterson, Rice, Russell, Slaughter, J. Speed Smith, South, Swope and Thurman—22.

NAYS.—Messrs. Boyd, Crenshaw, Evans, Fox, Henderson, Holloway, Key, McNary, Peyton, Taylor, Thornton, Todd, Walker, Wall and Williams—15.

On motion of Mr. J. SPEED SMITH, Mr. Mc-

Nary was added to the committee on Internal Improvement.

The SPEAKER laid before the Senate communica-

tions from the Governor, making nominations as follows:

Sundry officers in the militia; approved.

E. C. Phister

The Rev. HOWARD MALCOM, D. D. will preach at the Baptist Church this evening at candle light.

DIED,

In this town, on the 8th inst., very suddenly, Mr. THOMAS COOK, in the 3d year of his age. The deceased resided in Fayette county. He was on his return home from the city of Louisville, where he had been for a few days to visit some of his relatives. He was only sick a few hours—his disease was supposed to be disorder of the heart. He has left a large family to mourn his loss.

In Lexington, on Sunday morning last, Mr. JOHN T. CAMPBELL, formerly a resident of this place—he was sick about 24 hours. He has left a kind and affectionate wife, with five small children, to mourn his loss.

The Louisville papers will please copy the above deaths.

In consequence of the indisposition of a little daughter, I am compelled to return home, without finishing my report. I will thank all persons holding reports of Common Schools, to leave them at the 2d Auditor's Office. R. T. DILLARD, Jan. 6, 1847. Sup. Pub. Instruction.

General Advertisements.

J. S. MORRIS & CO.,

WHOLESALE DRUGGISTS,

461, Main Street, between 4th and 5th Streets.

LOUISVILLE, KY.

OUR purchases are all made for Cash, from Importers in the Eastern Cities, and are offering them very low for Cash, or on 6 months time to prompt dealers.

Louisville, January 13, 1847.

Kentucky State Register for 1847.

CONTAINING the names and residence of all the Judges, Clerks, Justices of the Peace, Attorneys, Commissioners of the Peace, Sheriffs, Coroners, Notaries Public, Commissioners of Tax, Attorneys at Law, Physicians, and Principal Merchants. Also, a National Register, and a great variety of General Information, which will be useful to men of business particularly, and to the citizens of the State of Kentucky. Price, \$1.00. P. L. GIFFNER—Just received, and for sale by W. M. TODD.

Price 50 cents.

No. 1, Swigert's Row, January 13, 1847.

P. S.—THE RURAL REGISTER AND ALMANAC FOR 1847, noticed by "R. W. S." in the last Commonwealth, will be received in a few days at

TODD'S.

Weisiger House Livery Stable.

JAMES W. PENWICK,

RESPECTFULLY informs his friends, and the public generally, that he has taken the large and COMMISSION STABLES attached to the

Weisiger House, Frankfort, Kentucky, and has thoroughly repaired them, and provided them with new, large, and comfortable Stalls.

He has Coaches and Hacks, good Horses, and careful drivers; Buggies and Saddle Horses, to hire on moderate terms.

Apply at the Bar of the Weisiger House, or at the Stable.

Horses kept by the day, week, month or year—at the usual prices.

Mr. F. will NICK OR GAIT Horses for the Saddle, and Break them to harness if desired.

Frankfort, January 12, 1847—144-hy&d

Newell's Block, No. 1,

ANX STREET, FRANKFORT, KY.

THE subscriber takes this method of informing his patrons and the public generally, that he has raised his Store to the New Building adjoining the Market House, where he intends offering bargains to all who give him a call. Having added a general assortment of Family Groceries and Country Produce to his Stock, he invites Families especially to give him a call.

Hardware and Cutlery.

A general assortment of Hardware, Cutlery, Nails, &c.

GROCERIES.

New Orleans Sugar, Grains, sugar; superior Rice and Java Coffee; Molasses; Mackarel, Gommon, and Black Tuna; Salsas; sifted and ground Pepper; Mace; Cloves; Cinnamon; Starch; Cranberries, &c. &c.

PRODUCE.

Steadman's FLOUR and MEAL, at Market prices; Potatoes; Turnips; Butter, Eggs, &c. &c.

PAINTS, OILS AND GLASS.

Glass, assorted sizes; Glue; Venetian Red; Spanish Brown; Lard; Turpentine; Linseed Oil; Copal Varnish, &c.

LIQUID LIQUORS.

100 Bottles Brandy, 100 Bottles Champagne Wine;

50 Bottles L. P. M. Wine; 20 bottles Claret Wine;

200 Bottles best Whiskey in town.

Persons who have marketable Country Produce, can find a sale for same, at R. S. HOLTON'S.

January 12, 1847.

BARGAINS.

Warren & Aldridge's

Stock of Law, Medical, Historical, School and Miscellaneous BOOKS;

Full and Half Bound Blank Books;

STATIONERY OF ALL KINDS;

Rogers & Son and Wostenholm's FINE PEN and POCKET KNIVES, and many other articles in the Bookstore line, selling off at first cost, and no mistake, at

TAYLOR & KENNAN'S AUCTION ROOMS.

Frankfort, January 12, 1847—101.

Kentucky Reports.

A complete set of REPORTS OF DECISIONS of the

Court of Appeals of Kentucky, for sale.

Apply at this Office.

January 12, 1847.

MUMBY & CO.,

No. 42, West Fourth St., Cincinnati, Ohio.

GENTLEMEN'S FURNISHING AND FANCY STORE,

WHERE every thing pertaining to Gentlemen's wear can be obtained.

SHIRTS, SHIRTS.

Nothing can be found in the city better than we have. We sell low, and if the Goods do not please, the money will be returned.

CRAVATS AND SCARFS.

In this line, we are able to bear all competition; our goods are new and fashionable, and of the richest quality.

UNDER SHIRTS AND DRAWERS.

We have a full supply of the above, all kinds and qualities, from \$1 to \$5.

SUSPENDERS.

Silk, Patent Gunn, Silk and Cotton, Buckskin, &c.

HOSIERY, GLOVES, &c.—All kinds of Hosiery and Gloves, sizes, &c.—FANCY ARTICLES for Presents.

We invite the Ladies and Gentlemen, to examine the different articles kept at this establishment, which, it is intended, by any means, to enumerate the variety of articles in the furnishing line, but upon examination, will be found attractive, extensive and full.

They respectfully request a call from those desiring to purchase.

January 12, 1847.

FLAX SEED!

The subscriber will pay cash for Flax Seed delivered at his Warehouse.

L. LINDSEY.

Sign of the BIG PLANE.

Woodruff & McBride,

DEALERS IN HARDWARE AND CUTLERY;

FARMER'S AND MECHANIC'S TOOLS OF EVERY DESCRIPTION.—ALSO.

MANUFACTURERS OF PLANES, which they warrant, Which they offer for sale, Wholesale and Retail, at No. 53, Third Street, near Main.

Jan. 1, 1847.

SIGN OF THE BIG PLANE.

Wallace & Lithgow,

No. 530 Main Street, Louisville, Kentucky,

MANUFACTURERS OF

STOVES, GRATES, HOLLOW-WARE,

SAD IRONS, COPPER, TIN AND SHEET IRON WARE,

AND DEALERS IN Copper, Tin-Plate, Sheet-Iron, Tinman's Machines, Hand Tools, &c. &c.

WE will keep on hand a large and general assortment of the above articles, which we will dispose of at WHOLESALE AND RETAIL, at the lowest cash prices.

Country Merchants and others, are respectfully invited to give us a call before purchasing.

January 1, 1847.

MORTON & GRISWOLD,

Booksellers, Stationers, Binders, and Book and Printers,

HAVE CONSIDERATELY EXPENDED IN THE PURCHASE OF

Law, Medical, Theological, Classical, School and Miscellaneous Books, at low prices. Paper of every description, quality, and price.

COLLEGES, Schools and Private Libraries supplied at a small advance on cost. Wholesale or retail.

April 1, 1845—651-hy

SIGN OF THE BIG PLANE.

THE COMPREHENSIVE READERS,

Published by MORTON & GRISWOLD, Louisville, Ky.

CONSIST OF THE FOLLOWING:

THE NEW PRIMER, — 36 pages, 18mo.

THE FIRST READER, with Eng's. — 96 "

THE SECOND READER, 40. — 144 "

THE THIRD READER, — 120 "

THE FOURTH READER, — 200 "

PEOPLES' READERS.

THE FIRST READER consists of easy lessons, adapted to the capacity of the child, and gradually advancing, so as to carry him along with an easy and unceasing effort in ascending to the higher kinds of composition.

The PRIMER begins with the alphabet. To interest and excite the little learner, numerous cuts of familiar objects are employed.

The FIRST READER consists of easy lessons, in simple language.

The subjects are such as catch the attention and excite curiosity.

THE SECOND READER carries the pupil still further onward, without the danger of stupefying him with lessons beyond his capacity, or leading him into the bad habit of reading without thinking.

The THIRD READER, brings the pupil to a wider field of literature. This volume contains a full series of lessons on the subject of morals and manners, and is calculated to supply the wants of many schools in this respect. It contains a series of RULES FOR READING, the mode of applying which, is peculiar and efficient.

These Books are ORIGINAL, not a line having been copied from any School Book in common use.

The SECOND READER carries the pupil still further onward, without the danger of stupefying him with lessons beyond his capacity, or leading him into the bad habit of reading without thinking.

The PRIMER is a great benefactor of the human race. He has been devoted to the benevolent object of establishing a proper system of education.—N. Y. Paper.

The exceeding great popularity of Mr. Goodrich's writings will secure to this work a favorable reception, and indeed it deserves such a reception.—Annals of Education.

April 1, 1845—651-hy

SIGN OF THE BIG PLANE.

FOR SALE OR RENT,

A HOUSE AND LOT lately occupied by Mr. Wm. Mathews, in Frankfort, on Main street, adjoining the Groves.

PIANO MUSIC, \$12 per quarter—No extra charges whatever.

Vacation from the middle of July to 1st Monday in September. Pupils received at any time, and charged to the end of the year at \$2 weeks to the year.

W. P. BROADBUD,

January 3, 1847—wtd

H. CLAY

SIGN OF THE BIG PLANE.

Woodford Female Institute.

THE undersigned would gratefully acknowledge the liberal patronage afforded to her by her students.

The object of instruction is ample, whether in the English or French Language, as may be seen in the printed "Circular," which is always forwarded upon application.

For Board and Tuition, \$150 for the Scholarly year, commencing January 4th, and ending with the 2d week in June.

Piano Music, \$12 per quarter—No extra charges whatever.

Vacation from the middle of July to 1st Monday in September. Pupils received at any time, and charged to the end of the year at \$2 weeks to the year.

W. P. BROADBUD,

January 3, 1847—wtd

H. CLAY

SIGN OF THE BIG PLANE.

DR. JAMES C. GRIBBON—PARIS, KY.,

CONTINUES to treat "Fistula in Ano," now and improved principles, without resort to Surgical Operations, the patient being at liberty to consult any reputable Physician as to the soundness of cure.

Residence at Esq. TALBUTT'S HOTEL.

Paris, January 4, 1847—*

Jacob Keller,

WHOLESALE GROCER AND COMMISSION MERCHANT.

Main Street, between Third and Fourth Streets,

LOUISVILLE, KENTUCKY.

January 1, 1847

SIGN OF THE BIG PLANE.

Louisville Advertisements.

A CARD.

ARIS THROCKMORTON
BEGS to acquaint his friends that he is again leasee of the GALT HOUSE in Louisville, where he hopes to see all his old friends, assuring them and the public, that no effort shall be spared to make all comfortable who favor him with their patronage.

Louisville, Jan. 7, 1847—144-hy

Fiatt & Bucklin,
WHOLESALE COMMISSION BOOT AND SHOE HOUSE.

Frankfort Advertisements.

JOHN C. HERNDON,
ATTORNEY AT LAW, FRANKFORT, KENTUCKY.
Will practice in all the Courts held in Frankfort—the Anderson, Owen, Woodford, and Shelby Circuit Courts—and will attend to the collection of debts in all the Courts in the State. Office on St. Clair street, 2d door above the Court House. April 1, 1844—599-47

J. HARLAN & G. W. CRADDOCK,
WILL practice Law in co-partnership in the different Courts holding their sessions in Frankfort, and they will attend to business confined to them, in any of the adjoining counties Office on St. Clair street. Frankfort, April 1, 1844—599-47

LAW NOTICE.
GEO. ROBERTSON, of Lexington, and GEO. R. MCKEE, of Frankfort, will practice Law in co-partnership in the Court of Appeals, April 1, 1844—599-47

GEO. R. MCKEE will attend to all business entrusted to him in the Circuit Courts of Franklin, Shelby, Henry, Owen and Woodford; and having unfinished business in Garrard, will regularly practice in that Court. Office in Frankfort, Ky. March 3—599-47

O. G. CATES & T. N. LINDSEY,
ATTORNEYS AT LAW.

WILL give their joint attention to any business confined to their care, in any of the Courts held in Frankfort. They will also attend to the collection of monies, and the investigation of land claims in any part of Kentucky. They will also attend to the preparation of cases for persons desiring the benefit of the Bankrupt Law. Frankfort, April 1, 1844—599-47

LYSANDER HORD,
ATTORNEY AT LAW,
WILL practice Law in the Court of Appeals, Federal Court, General Court, and Franklin Circuit Court. Any business confined to him shall be faithfully and promptly attended to. His office is in St. Clair street, near the bridge, where he may generally be found. Frankfort, April 1, 1844—599-47

C. S. MOREHEAD & W. D. REED,
ATTORNEYS AT LAW, FRANKFORT, KENTUCKY.
WILL practice Law in co-partnership, in the Court of Appeals, Federal Court, General Court, and Franklin Circuit Court. W. D. Reed will regularly practice in the Washington, Henry, and Owen Circuit Courts. Office West side St. Clair street, and at all times open during the business hours. Frankfort, April 1, 1844—599-47

BEN. MONROE,
HAS associated with him in the practice of Law, his son Andrew Monroe. They will practice in the several courts held in Frankfort, and attend to collections in the adjoining counties. Strict attention will be given to any business confined to their care. April 1, 1844—599-47

LAW NOTICE.
JOHN J. CRITTENDEN & THOS. L. CRITTENDEN, will practice Law in partnership, in all the Courts held in Frankfort, viz: the Court of Appeals, Federal Court, General Court and Circuit Court. May 27, 1845—625-47

ROBERT C. MCKEE,
ATTORNEY AT LAW, FRANKFORT, KY.
HAS resumed the practice, and will give his undivided attention to any business confined to him in any of the Courts held in Frankfort, and also in the Woodford, Shelby, and Circuit Courts. Office on St. Clair street, opposite Swigert's Row. May 20, 1845—625-47

R. P. LETCHER.
LETCHER & TILFORD,
ATTORNEYS AT LAW,
FRANKFORT, KY.

WILL attend jointly to business confined to them, in the different Courts holding their sessions in Frankfort, in the counties adjoining. Office on the West side of St. Clair street. Frankfort, April 1, 1844—599-47

DR. BEN. HENSLEY, JR.,
WILL practice medicine in Frankfort and the adjacent country. Office on the West side of St. Clair street, in the room formerly occupied by Dr. Wilson, and one door below Morehead & Reed's Law Office.

The following are the most charitable institutions of a large city, to one of which, (Philadelphia Hospital, Blockley,) he was appointed a "Resident Surgeon." Dr. H. amassed a fund of practical information that, otherwise, would have required years with an ordinary practice. March 24, 1846—702-17

DOCTOR PHYTHIAN,
RESPECTFULLY tenderers his professional services to the citizens of Frankfort and vicinity. Residence at the Mansion House. Office in the room lately occupied by Dr. E. H. Watson, adjoining John Baltzell's Hatter shop, where he may be found at all times, except when engaged in professional business. January 3, 1846.

DOCTORS PRICE & KEENE,
WILL give their undivided attention to the practice of Medicine, in Frankfort and its vicinity. Residence and office adjoining the Presbyterian Church. June 9, 1846—713-17

DOCTOR
J. McFARLAND MILLS,
TENDERS his professional services to the public. Office at his residence, in rear of Capitol Square. Frankfort, April 28, 1846—707-47

MUNSELL & CO'S.
WHOLESALE AND RETAIL
DRUG AND CHEMICAL STORE,
Opposite J. Baltzell's Hat Store, Main st.
FRANKFORT, KENTUCKY.

WOULD respectfully solicit the attention of Physicians and the public generally, to their large and complete assortment of
Drugs,
Chemicals, Medicines,
Surgical and other Instruments.

Fancy articles, Perfumery, Toilet Soaps, Cosmetics, Spices, Dye-Stuffs, Pure Wines, &c. Cabinet Makers, Painters, and Glaziers, are especially invited to call and examine a splendid stock of Paints, Oils, Varnishes, Brushes, Turpentine, White Lead, Window Glass, Glue, Shelac, Gold and Silver Leaf Smalls', Bronzes, &c. &c.

All the Patent Medicines, and every thing in the drug line, kept constantly on hand.

The purity and genuineness of every article warranted. Prescriptions filled neatly, accurately, and with dispatch. Medicines can be had of any hour of the night.

We wish to sell for cash. Our prices are very low; and we shall make it a point of interest to patronize us.

We have a hand, and will always keep a large and complete assortment of the choicest imported Cigars. They are warranted genuine Cuba Tobacco, as we receive them direct from Havana. Wholesale at Baltimore prices. March 24, 1846—702-82

Watches, Jewelry and Fancy Goods.

W. P. LOOMIS,
HAVING just returned from New York and Philadelphia, is now offering for sale, a very handsome Assortment of
Gold & Silver Patent Layer, Lapine and Common WATCHES;

Together with a very fine assortment of JEWELRY AND FANCY GOODS, CONSISTING IN PART OF

Breast Pins, Finger Rings; Bracelets; Necklaces; Hair Rings; Medallions; Miniature Settings; Gold Guard Chains; Pearl Chains; Gold and Silver Plates; Gold Pictures; Painted Plates; Gold and Silver Spectacles, with Perforated, plain and cataract Glasses; Silver Forks and Cups; Silver, Pearl and Shell Card Cases; Gold and Silver Thimbles; Shaded Silk, Steel Beads, Purse Mounts; Steel Claspings; Hairpins; &c. &c.

Together with a general assortment of Goods generally kept in Jewelry Stores, which he will sell as low as in any other city in the West, and much lower than ever sold in this place before.

UP STORE a few doors East of the Mansion House, Frankfort, Kentucky. November 17, 1846—736-47

STOVES, GRATES, COPPER, TIN,

AND SHEET IRON WARE MANUFACTORY.

GEORGE W. WALSTON,
WOULD respectfully inform his friends and the public generally, that he still continues to carry on the above business, at his stand on Main street, immediately opposite James Burns' Grocery, where he is prepared to execute all orders in his line of business.

AIR-TIGHT STOVES, COOKING STOVES, WOOD AND COAL STOVES, of various sizes and patterns, kept constantly on hand, and for sale at prices to suit the times.

Guttering done on the shortest notice.

UP ALL kinds of COPPER and TIN WORK neatly made to order.

UP COOKING STOVES sold at Louisville and Cincinnati prices, for Cash.

Frankfort, Ky. Oct. 20, 1846—732-5m²

100 KEGS CONKLING'S PURE WHITE LEAD, just received on consignment, and offered for sale. Pure at \$1 65—No. 1, at \$1 65

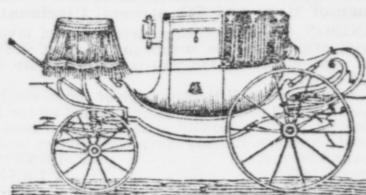
DOXON & GRAHAM. No. 6, Swigert's Row. Oct. 14, 1846—679-17

Frankfort Advertisements.



General Advertisements.

MADISON COACH & HARNESS MANUFACTORY.



All the way from London, Boston, New York and Philadelphia.

Some of the most splendid Lamps ever seen, manufactured to order in London; also some rich silk Laces, Crimson and Scarlet and Purple; also silk Tassels and Cloths with all other Manufacturers work to order that may be wanted. All I ask is the fair Manufacturer's profit. I will give prompt attention to all orders, and spare no pains to please.

Up Ready cash will buy bargains in second hand Carriages and Buggies; also all kinds of New Carriages and Harness.

H. NEWELL

Madison, Jan. 6, 1847

W. H. SWIGERT, Esq., revised and amended by JOHN C. HERNDON.

TO WHICH IS ADDED,

Frankfort Advertisements.

"THE KENTUCKY JUSTICE."

A GUIDE TO JUSTICES, CLERKS, SHERIFFS, &c.

CONTAINING

The office and authority of Justices of the Peace; the duties of Clerks, Sheriffs, Constables, Jailors, Coroners and Escheators, in the State of Kentucky, whether arising under the Common or Statute Law of the State, or of the Laws of the United States.

TO WHICH IS ADDED,

AN APPENDIX,

Containing approved forms for Deeds of Bargain and Sale, Leases, Mortgages, Bills of Sale, Powers of Attorney, &c.

Up That branch of the work in relation to Justices of the Peace, being a fourth edition of the "Kentucky Justice," by JACOB SWIGERT, Esq., revised and amended by JOHN C. HERNDON.

Up His work will be ready for delivery about the tenth of January, 1847.

December 22, 1846—741-1f JOHN C. HERNDON.

New Arrival of Law Books.

WM. M. TODD,

Has just received the following valuable LAW BOOKS, which he will sell at the lowest Western prices:

Bacon's Abridgment by Bouvier, 10 volumes; East's Reports, 16 volumes, in 2 new editions;

Hill's Chancery Practice, new American edition by J. C. Perkins, 3 volumes;

Hill's Practice, 2d edition, revised and enlarged; Phillips on Evidence by Cowen & Hill, enlarged, 4 volumes;

Walker's American Law, 2d edition;

U. S. Digest by Metcalf & Perkins, 3 volumes;

Archibald's Criminal Practice; Equity Jurisprudence;

Starkie on Evidence, 2 volumes;

Wheel's American Chancery Digest; Digest New York Reports, 4 volumes;

Kent's Practice, 4 volumes;

Chitty on Pleasings; Chitty on Contracts;

Chitty's Blackstone, 2 volumes;

Greenleaf on Evidence, 2 volumes;

Story's Equity Jurisprudence, 2 volumes, new edition;

Story's Equity Practice;

Story on Bailments;

Story on Bills;

Story on Contracts;

Story on Promissory Notes;

Story on Partnership;

United States Statutes at large, 5 volumes, by Peters; James' Statutes, 2 volumes, new work;

James' Bills, 2 volumes, new work;

Stephen on Pleading; Mitford's Pleading;

Starkie on Slander, 2 volumes;

Starkie's Chancery Practice, 2 volumes;

Potter on Objections, 2 volumes;

Howard's Practice of the United States, 4 volumes;

Williams on Executors, 2 volumes;

Thomas' Coke, 3 volumes;

Varro's Institutes; Adams on Elections;

Adams on Limitations;

Jones on Bailments; &c. &c.

Also, a few copies of the Statute Laws of Kentucky, in 3 volumes, also a few copies of Kentucky Reports (except A. K. Marshall, 3 volumes, and 1d volume of Little), which will sell on the best terms for cash.

Any Law Books not mentioned in the above list, will be for sale at short notice and at low prices.

Jan. 1, 1847

Loaf Sugar!

5 boxes Philadelphia Loaf Sugar; 5 lbs, second rate Loaf Sugar.

Jan. 12, 1847 JOHN D. & CRITTENDEN.

REGULAR AUCTION SALES OF DRY GOODS, EVERY MONDAY AND FRIDAY NIGHT, at 6 o'clock, A. M., and every other Tuesday and Friday, at 10 o'clock, A. M., and every other Saturday, at 12 o'clock, P. M.

REGULAR AUCTION SALES OF WATER COMMUNICATIONS FROM THE CITY OF NEW YORK, THESE PERIODICALS WILL BE DELIVERED FREE OF POSTAGE.

LEONARD SCOTT, & CO., Publishers, 112 Fulton St., New-York.

June 9, 1846—713-1y

NOTICE.

THE firm of GREENUP & REDDING, Grocers, Frankfort, Ky., is this day dissolved by mutual consent. All those having claims against the firm, or are indebted to it, are requested to call and settle with either of the partners.

W. H. GREENUP, & CO., Frankfort, Ky.

LEONARD SCOTT, & CO., Publishers, 112 Fulton St., New-York.

Nov. 25, 1846—739-1f JOHN P. READING.

THE subscriber will continue the business at the old stand, and solicits the patronage heretofore extended to the firm. He intends to keep a general supply of the best articles in his line, and trusts he will be able to give general satisfaction.

NOV. 15, 1846—739-1f JOHN P. READING.

FRANKLIN INSTITUTE.

A PERMANENT ACADEMY FOR BOYS AND YOUNG MEN, was opened by the subscriber, at his residence, five miles South of Frankfort, Kentucky, hitherto known as the Franklin Springs, on the first Monday in April last.

The property was purchased by the subscriber, solely for Academic purposes, being entirely apart from all the contaminations of Town Life; the Locality being airy and healthy; the Mineral Waters salubrious; the Buildings elegant, extensive and commodious.

In his system, the Education of the Entire Man, Moral, Intellectual and Physical, will receive due attention. The ANCIENT CLASSICS will be properly attended to; but the Course of Instruction in the MATHEMATICS and the NATURAL SCIENCES will be peculiarly interesting.